

Booking conditions

1. GENERAL

i) Just Grenada, Just St Kitts & Nevis, Just Tobago, Just Bequia, Just Barbados and Just St Lucia are trading divisions of Just Grenada Ltd and in these conditions are referred to as 'the company'

ii) 'The client' is the person who signs the Booking Form and accepts the terms of the Booking conditions with the authority of and on behalf of the holiday party. By signing the booking form the client confirms that he/she has read, accepts and understands the booking conditions. This applies to forms submitted electronically or on paper. Clients are strongly advised to read the ESSENTIAL INFORMATION on our website.

(iii) 'Force majeure' is defined as war, threat of war, rioting, civil strife, natural disasters, severe weather, industrial disputes, acts of God, and any other matters entirely beyond the control of the company, including airline delays for any reason.

(iv) All aspects relating to a holiday booked are subject to English law and jurisdiction.

2. BOOKING

The holiday booking becomes valid when a signed booking form and deposit have been received by the company and the company has sent a confirmation invoice to the client which will specify details ie. accommodation, airline, departure and destination airports and flight times .

3. TERMS OF PAYMENT

(i) A deposit of £400 per person (nil for those under 2 years) is due at the time of booking but please note if your holiday includes inter island flights and/or accommodation at private villas or a yacht charter it may be necessary to take an increased amount to cover extra charges. Deposits may be paid by bank transfer or cheque

(ii) The balance of the full holiday price is due for payment 10 weeks before departure. Final balances must be paid by bank transfer or by cheque.

(iii) If the booking is made less than 10 weeks before departure date, the whole of the holiday price is due at the time of booking.

(iiii) If the balance is not received on the due date, the company reserves the right to cancel the booking and retain any deposit paid.

(v) Any monies paid to the company which are designated as being early payments for British Airways flights under the 'BA Paid Seating system' , (paid in order to select specific seats on BA flights), will be regarded as part of the booking deposit and such monies will be classed as non-refundable in the event of cancellation of the holiday by the client at any time.

4. PRICES AND SURCHARGES

Once you have confirmed your holiday we will send you a confirmation invoice which will show the contracted holiday cost. The holiday price may increase due to government action, currency fluctuations, increased fuel charges, airport charges etc. In the event of an increase, the company will absorb 2% of the holiday price, (excluding increased government taxes which must be paid by the client). Only amounts in excess of this 2% will be surcharged to the client. If this means paying more than 10% of the holiday price, the client will be entitled to cancel the holiday with full refund of all monies paid. The right to cancel must be exercised within 14 days of the date of the surcharge invoice. If surcharges are not paid in full the Company reserves the right to cancel the holiday and retain any deposit paid. Surcharges will not be applied less than 30 days before departure.

5. CANCELLATION BY THE CLIENT

Any cancellation of booking must be made in writing by the person who signed the booking form.

Cancellation will apply from the date of receipt of the written cancellation by the company. Cancellation will involve the following charges:

Cancellation more than 10 weeks before departure – forfeit of booking deposit

Cancellation 70 – 57 days before departure – 40% of holiday cost

Cancellation 56 – 42 days before departure – 60% of holiday cost

Cancellation 41 – 28 days before departure – 80% of holiday cost

Cancellation 27 days or less before departure – 100%

6. CANCELLATION OR CHANGES BY THE COMPANY

In the unlikely event that the company has to cancel the holiday, or make a major amendment to a holiday, the client will be offered an alternative holiday. If this is not possible or acceptable to the client, then the client will receive a full refund of all monies paid. The definition of a major amendment is a change to your accommodation to a different location or a change in the date of departure from or back to the UK. All other changes are deemed to be minor and will not be compensated. Flight delays after check-in do NOT constitute a change by the company. The company cannot accept liability or pay any compensation or make any refund of monies paid by the client where the proper performance of our contractual obligations is prevented or affected by circumstances amounting to force majeure as defined in clause 1 above. If hotel rooms allocated to a client are of a different or lower category to those shown on the confirmation invoice, the Company's liability will be limited to the difference in the published cost between the room booked and the room allocated. No other claim for compensation will be accepted.

7. CHANGES TO FLIGHT TIMINGS

Flight timings are subject to air traffic control, weather conditions, maintenance etc. There is no guarantee that flights will depart at the time shown on the tickets. Any delay is not a matter for which we have any liability. In unforeseen circumstances, it may be necessary for airlines to change the timings and/or routing of aircraft after you have booked. If not covered in section 6 as a major change these will be considered minor changes.

8. ALTERATIONS BY THE CLIENT

Should the client wish to make any amendments to the booking after it has been confirmed, the company will do everything possible to accommodate such a request. Any changes made after a confirmation invoice has been issued may be subject to an amendment fee of £35 plus any other charges incurred by the company. The number of people stipulated in the booking confirmation must not be exceeded at any time without prior consent of the company.

9. DAMAGE

Should a client be responsible for damage to or the loss of any item belonging to the holiday accommodation, the client will be responsible for covering the cost of replacement or repair.

10. PUBLIC SERVICES

The company cannot be held responsible for failure of public services e.g. water or electricity, which is beyond the control of the company. The company will make every effort to ensure that such a failure is corrected as quickly as possible and disturbance to the client is minimised. Such failures must be reported to the hotel/villa manager as well as to our local agent without delay.

11. UPGRADED FLIGHTS

If for any reason the company cannot provide upgraded airline seating as booked, the liability of the company shall be limited only to the difference in cost between the upgraded seat and the seat provided on the aircraft

12. RESTAURANTS, LOCAL FACILITIES & SWIMMING POOLS

At certain times some restaurants and local facilities may be closed and, although such facilities may be mentioned on our website or in our holiday documents, they cannot be guaranteed as being in existence, open or available for clients to use. This includes swimming pools if they are closed for any reason – climatic conditions, mechanical failure etc.

13. RESPONSIBILITY FOR YOUR HOLIDAY – FLIGHT DELAYS

Once you have checked in for your flight your welfare is the responsibility of the airline and, if departure is delayed, the company cannot be held responsible for any consequential loss in this respect. The cost of unused accommodation and services as a result of a flight delay cannot be refunded. It is solely the client's responsibility to ensure that you and all your party are at each departure airport and checked-in, in good time for every flight which forms part of your holiday. If a flight is delayed for a reason beyond the control of the airline, bad weather or strikes for example, the company will not be responsible for any accommodation or subsistence costs incurred during the delay

14. ABANDONMENT OF YOUR HOLIDAY

If you choose, during your holiday, to abandon the arrangements made by us on your behalf, and instead make your own arrangements for travel and/or accommodation, no refund will be made for the services you have decided not to take. If, through no fault of the company, you miss your outbound means of transportation, you may also be deemed to have abandoned your holiday, and although the company will help, as far as it can, to make new arrangements, you will be responsible for all extra costs incurred.

15. CURRENT INFORMATION

The company and its staff make every effort to keep abreast of changes made to the fabric and facilities offered by hotels and villas featured in our websites. The Company cannot accept any liability for any such changes which have not been brought to our attention by any hotel or villa owner. Similarly the company makes every effort to keep abreast of local conditions that might impact on a holiday, such as building works, local activities that might involve noise such as music etc. The company cannot accept liability for such occurrences of which we were not aware which impact on a client's holiday.

16. COMPLAINTS

If the client has a complaint about any aspect of the holiday, the substance of such a complaint must be brought to the attention of the supplier at the place where the services in question are supplied (e.g. Hotel, Villa, Car Hire co.) in the first instance, and also to our local agent. If the problem is not resolved immediately and to the client's satisfaction locally, then the UK office of the company must be notified so that the company can attempt to remedy the problem as soon as it is reasonably can. This means that the client must speak to the UK office of the company personally. The company will reimburse clients for any reasonable costs involved in contacting the company in the UK from an overseas destination. The company will not consider any complaint which has not been notified to the company in the manner described above. It is a fundamental element of the contract between the client and the company that the company is given a reasonable opportunity to correct any faults which arise in any element of the holiday. If the client wishes to change accommodation this MUST be done by consultation and arrangement with the UK office.

17. DISPUTES

Disputes arising out of, or in connection with, the holiday contract which cannot be amicably settled may be referred to arbitration under a special scheme operated by the Association of Independent Tour Operators (AITO). The AITO Independent Settlement dispute service may be called upon by either side to bring the dispute to a speedy and amicable solution. Full details of the scheme will be provided on request. The scheme does not apply to amounts above £2,500 per person or £10,000 per holiday booking. Furthermore, the scheme does not apply to claims that are solely or mainly in respect of physical injury, illness or the consequences of such illness or injury.

18. INFORMATION GIVEN IN GOOD FAITH

We always give our clients as much information as we can to help them enjoy their holiday to the full and try to ensure that the clients' expectations of their holiday are as accurate as possible. We may give the names of other organisations who provide services which may be used by visitors to the islands – local companies offering such things as car hire, rain forest walks, boat trips, scuba diving for example. Information about their existence is given in good faith but does not imply any form of recommendation or endorsement. Any such organisation is entirely separate from our company operation and clients must satisfy themselves entirely as to the validity of any licensing, insurance or operational standards such companies may or may not have. Clients accept, by signing our booking form, the company has neither checked nor verified any aspect of the operation of such companies, and does not accept any responsibility whatsoever for their actions or standards.

19. FINANCIAL PROTECTION

When you buy a flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

If you buy a holiday which does not include flights from the UK you will receive similar financial protection for the monies you have paid under the International passenger Protection scheme – IPP

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